

EXHIBIT

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EXHIBIT
NO. # 5

FYI. I'll send you other correspondence as well. Please try to take care of them.

-----Original Message-----

From: Mebane, Mike - MOC
Sent: Friday, March 30, 2001 10:25 AM
To: Mike Quinn (E-mail)
Cc: Logie, Allan - MOC
Subject: agreement

Dear Mike and John,

I am happy that we have agreed on terms for you to represent Unifi Technical Fabrics. Following are the conditions we discussed. Please let me know if I got any of it wrong or I misunderstand anything we agreed to.

You will have exclusive account responsibility of Hygiene and Personal Care Market in the US and Canada. You will in turn represent us exclusively for melt spun products. We need to be careful about your Sandler carded thermal bond line of products and avoid possible conflicts, as they are potentially competing products and we want to continue replacing these in the market.

We will pay you 4% commission on all collections to this market sector with the exception of Procter and SCA which will be 2% at the time we collect the payments.

We will pay you a monthly compensation (draw against commissions) as follows, until commissions overtake the monthly payment:

April \$25,000

May \$25,000

June \$25,000

July \$20,000

August \$15,000

Sept \$10,000

Oct. \$5,000

By November you will be exclusively on commission. In the period of July through October, your commissions will be supplemented by the above amounts, unless you commissions exceed \$25,000 during a month. I have attached a small spreadsheet to demonstrate the concept I had in mind.

If we need to drop our price below a \$1.00 to get the business, you will share in the pain with a reduction of commission on that business. These situations will be discussed up front and agreed to. We need to clarify some freight issues and inventory responsibilities. My perception is that you will manage the account as you do today, working the inventories at their location. I need to understand how that works.

You pay all of your own expenses and sales expenses related to the customers, as you do currently.

We will need to stay close to the customers and establish our own relationships as we discussed. Also, you will be very involved in our strategic planning, capacity planning and long term growth plans. You will need to spend some time initially in our plant to see that things will meet our customers' needs.

The term will be for 3 years, with 120 days notice, except for cause or non-performance by either side. As we discussed if it is not good for either of us, we need to either fix it or go our own ways pleasantly.

Thanks for the opportunity to work together. I'll look forward to a long and rewarding professional and personal relationship.

Very truly yours,

Mike

W. Michael Mebane

Vice President International Operations

Unifi, Inc.

Phone: 336-316-5719 Fax 336-316-5232

Email: mmebane@unifi-inc.com

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EXHIBIT
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I would not agree to any amount on item 2 below. Told them we should work hard so that was not a consideration. Said if it came up I would try to write them into the deal.

Ughh,

Mike

-----Original Message-----

From: MQuinn0210@aol.com [mailto:MQuinn0210@aol.com]
Sent: Sunday, April 01, 2001 9:09 PM
To: MMebane@unifi-inc.com
Cc: jranz@fuse.net
Subject: Re: agreement

Mike, thanks for the e-mail. We at Q&R are all excited and ready to go!!!!

I agree with you notes, with 2 exceptions.

1- sharing in the pain below \$1.00/lb. I don't remember discussing \$1.00 and it's not in John's notes. I do believe we should share in the pain when prices are lowered, however with the low prices you have already quoted I think \$.96/lb is more realistic.

2- if Unifi's spunbond operation is sold Q&R will be protected. As John, said in our last meeting this is our last trip down spunbond road. We do need to discuss a \$ amount.

Other then these 2 issues I'm ok with the agreement, but I do want John's input. I am travelling tomorrow for the week. Feel free to call me on the cellphone or e-mail me. I can not take the cellphone to the golf course on Tuesday.

Please e-mail me the Excel spreadsheet on all shipments since the first of the year.

Please ask Richard to bring me up to date on Paper-Pak. I will be with Bill Weber on Tuesday.

Who do we send specs and samples to?---Richard-Doug-- Christer I will call you tomorrow with many more questions and request.

Best Regards, MIKE

Q&R Commission & Draw Plan

Does not consider SCA and Proctor at 2%

2001- 2002	Collections	Commission	Maximum Draw	Actual Draw	Total
April	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
May	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
June	\$ 100,000	\$ 4,000	\$ 25,000	\$ 21,000	\$ 25,000
July	\$ 150,000	\$ 6,000	\$ 20,000	\$ 19,000	\$ 25,000
August	\$ 250,000	\$ 10,000	\$ 15,000	\$ 15,000	\$ 25,000
September	\$ 375,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 25,000
October	\$ 500,000	\$ 20,000	\$ 5,000	\$ 5,000	\$ 25,000
November	\$ 600,000	\$ 24,000			\$ 24,000
December	\$ 700,000	\$ 28,000			\$ 28,000
January	\$ 800,000	\$ 32,000			\$ 32,000
February	\$ 900,000	\$ 36,000			\$ 36,000
March	\$ 1,000,000	\$ 40,000			\$ 40,000
April	\$ 1,100,000	\$ 44,000			\$ 44,000
	\$ 6,475,000	\$ 259,000	\$ 125,000	\$ 120,000	\$ 379,000
2002 - 2003	Collections	Commission	Maximum Draw	Actual Draw	Total
April	\$ 1,200,000	\$ 48,000			\$ 48,000
May	\$ 1,300,000	\$ 52,000			\$ 52,000
June	\$ 1,400,000	\$ 56,000			\$ 56,000
July	\$ 1,500,000	\$ 60,000			\$ 60,000
August	\$ 1,600,000	\$ 64,000			\$ 64,000
September	\$ 1,700,000	\$ 68,000			\$ 68,000
October	\$ 1,800,000	\$ 72,000			\$ 72,000
November	\$ 1,900,000	\$ 76,000			\$ 76,000
December	\$ 2,000,000	\$ 80,000			\$ 80,000
January	\$ 2,100,000	\$ 84,000			\$ 84,000
February	\$ 2,200,000	\$ 88,000			\$ 88,000
March	\$ 2,300,000	\$ 92,000			\$ 92,000
April	\$ 2,400,000	\$ 96,000			\$ 96,000
	\$ 23,400,000	\$ 936,000	\$ -	\$ -	\$ 936,000